ELECTIONS—NON-CONSTITUTIONAL OFFICES—WOMEN.—The Constitution of North Dakota limited the elective franchise to male persons. *Held,* that this does not preclude the legislature from authorizing women to vote for village officers who are created by it since the legislature has plenary powers to regulate the affairs of municipalities. *Spatgen* v. *O'Neil et al.,* (N. D. 1918), 169 N. W. 491.

The court refused to express an opinion whether women could vote for all non-constitutional officers but it suggested that it believed in the affirmative. The decision is confined to cases arising in the regulation of local government. In *Belles* v. *Burr,* 76 Mich. 1, where the legislature was entrusted with the creation of school districts women could vote in school elections, but see *Coffin* v. *Kennedy,* 97 Mich. 188. Women were allowed to vote on matters of public improvement in *Spitzer* v. *Village of Fulton,* 172 N. Y. 285. There is some authority to the contrary. In *People ex rel. Van Bakkelen* v. *Canaday,* 73 N. C. 198, the legislature could not change the period of residence of city electors since the Constitution applied to all elections—which was construed to include general and local elections. In *Board of Election Commissioners of the City of Indianapolis et al.* v. *Knight* (Ind.), 117 N. E. 565, the court held that the description in the Constitution designating who are entitled to vote is exclusive of all others, on the principle that *expressio unius est exclusio alterius.* See also *State ex rel. Allison* v. *Blake,* 57 N. J. L. 6. But in *Scown* v. *Czarnecki,* 264 Ill. 305, L. R. A. 1915 B, 247, the court went farther than the principal holding and decided that the legislature could extend the suffrage to women in all cases of election of non-constitutional officers. The court reasoned that the power of the legislature is unlimited except as restricted expressly or impliedly by the Constitution; hence the vote could be extended without regard to constitutional limitations in matters wholly without the constitutional sphere. This conclusion does not seem any less logical than the conclusion reached in the principal case.

GOODWILL OF A REAL ESTATE AND LOAN BUSINESS.—Ellsworth and Jenkins agreed to dissolve their partnership as dealers in real estate and loans. Jenkins continued to act as liquidating partner for four years, to the time of his death. After his death his administrator, Macfadden, the widow of Jenkins and a clerk formed the Ellsworth-Jenkins Company to deal in real estate, and took over the old business. Mrs. Jenkins claimed that the goodwill of the Ellsworth and Jenkins firm should be reckoned as worth $4500 to the new company. *Held,* that the goodwill should have been accounted for as an asset of the decedent's estate, and as worth that sum, (N. Dak. 1918), 169 N. W. 151.

This decision shows an encouraging tendency of the courts to get away from the *a priori* method of reasoning by starting from a fixed definition and attempting to bring the facts of the case within the definition in order to determine the rights of the parties. The court begins in the time honored way by citing various definitions including of course Lord Eldon's in *Cruthwell* v. *Lye,* 17 Ves. 335, 346, that "good will * * * is nothing more than the probability that the old customers will resort to the old place." The court shows the in-